

IDX Paperwork Cover Sheet

IMPORTANT

This cover sheet **MUST** be filled out and returned via Email or Fax with your IDX paperwork. If this cover sheet is not included your IDX may not be approved and set-up properly.

How To Return

Scan & Email Cover Sheet & Paperwork to: IDXAdmin@z57.com

Fax Cover Sheet and Paperwork to: (858) 430-5599

Please Print Clearly

First Name: _____ (REQUIRED)

Last Name: _____ (REQUIRED)

Email Address: _____ (REQUIRED)

Domain Name: _____ (REQUIRED)

IF FACEBOOK PREMIUM CLIENT, PLEASE USE YOUR FACEBOOK BUSINESS PAGE URL AS THE DOMAIN NAME

MLS Agent ID: _____ (REQUIRED)

Office ID: _____

**GREAT SMOKY MOUNTAINS ASSOCIATION OF REALTORS®
MULTIPLE LISTING SERVICE INTERNET DATA EXCHANGE PROGRAM
THIRD PARTY ACCESS AGREEMENT**

This Multiple Listing Service Internet Data Exchange Program Third Party Vendor Access Agreement is entered into effective this day, _____ by and between The Great Smoky Mountains Association of REALTORS® Multiple Listing Service Internet Data Exchange Program (The **IDX Service**), a Tennessee Corporation, and Constellation Web Solutions a corporation of the state of Delaware (a **Third Party Vendor**).

WHEREAS, The Greater Smoky Mountains Association of REALTORS® Multiple Listing Service owns and operates an online computerized internet Data Exchange Program (**The IDX Service**) of residential real estate listing for its members in the East Tennessee Area. **The IDX Service** is available only to The MLS Participants (Licensed Real Estate Principle Brokers) and their Licensed Real Estate Sales Associates who subscribe to **The IDX Service**. Access to **The IDX Service** is by user identification numbers and passwords; and

WHEREAS, Constellation Web Solutions (**Third Party Vendor**) designs and develops computer web sites and other applications using software applications that may be used by **IDX Subscribers** in conjunction with **The IDX Service**; and

WHEREAS, **IDX Subscriber** may wish to use this **Third Party Vendor** to design and develop a computer web site in the course of their business use of **The IDX Service**; and

WHEREAS, this **Third Party Vendor** would need access to **The IDX Service** for the purpose of downloading the **IDX Service Program Property Information** to the **IDX Subscribers'** Web Site and to maintain, and support this Web Site for the use by the **IDX Subscriber**; and

WHEREAS, The **IDX Service** will provide this **Third Party Vendor** with access to **The IDX Service** for this stated purpose;

WHEREAS, this **Third Party Vendor** agrees to abide by the Rules and Regulations of **The IDX Service**; and

WHEREAS, the **IDX Subscriber** contracting the services of this **Third Party Vendor** is responsible for the actions and conduct of this **Third Party Vendor** subject to the Rules and Regulations of **The IDX Service**; and

ACCORDINGLY, **The IDX Service** and this **Third Party Vendor** or hereto, in mutual considerations, terms, and provisions set forth herein below agree to the following:

1. CONNECTION

Fee Required (IDXRETS). Fee will be \$360.00 up front annual maintenance fee to be automatically billed to Third Party Vendor. Fees are subject to change without notice. This **Third Party Vendor** is hereby authorized to access **The IDX Service** for the purpose of developing, maintaining, and supporting a mobile application for use by the **IDX Subscriber** specified in this agreement. The connection shall be by an assigned user identification number and password to an **IDX Service** site. This **Third Party Vendor** may use this access for the state purpose only. This **Third Party Vendor** will supply the IP address of the machine which will receive this data.

IDX AGENT FEE ó Third Party Vendor already has the IDXRETS set up. This agreement is for an additional subscriber with this Third Party Vendor. A \$10.95 annual maintenance per subscriber website utilizing the data feed to be automatically billed to Third Party Vendor. This **Third Party Vendor** is

hereby authorized to access **The IDX Service** for the purpose of developing, maintaining, and supporting a Web Site for use by the **IDX Subscriber** specified in this agreement.

() No Fee Required. This Third Party Vendor is hereby authorized to only link to the **IDX Subscriber's** IDX URL set up by the **IDX Subscriber**.

2. CONFIDENTIALITY

This **Third Party Vendor** agrees that all data contained in **The IDX Service** is confidential and will not be disclosed to any other individual or entity at any time for any reason.

3. TERM

The Term of this Agreement shall commence on the Effective Date and shall terminate on the Termination Date of the written agreement between this **Third Party Vendor** and their client the **IDX Subscriber**, a copy of which shall accompany this agreement.

4. TERMINATION

If at any time **The IDX MLS** is not notified, or otherwise learns that this **Third Party Vendor** had in any way circumvented the existing security of **The IDX Service**, this **Third Party Vendor's** access to **The IDX Service** will be terminated without notice. If at any time **The IDX MLS** is notified, or otherwise learns that this **Third Party Vendor** has compromised the confidentiality to the data in **The IDX Service**, this **Third Party Vendor's** connection and access to **The IDX Service** will be terminated without notice. If at any time **The IDX Service** is notified, or otherwise learns that this **Third Party Vendor** has shared the data in **The IDX Service** with any other individual or entity, this **Third Party Vendor** connection and access to **The IDX Service** will be terminated without notice.

5. GENERAL

This Agreement constitutes the entire agreement between **The IDX MLS** and this **Third Party Vendor**. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed on behalf of the parties. This agreement may not be assigned. This Agreement is not an endorsement of this **Third Party Vendor**, nor shall this **Third Party Vendor** represent that it or its products or services have been approved or endorsed by **The IDX Service**. A list of all active IDX subscribers must be electronically submitted on the first business day of every month to IDXcompliance@gsmar.org.

6. APPLICABLE LAW,

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Tennessee. **IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the Effective Date written above.

The IDX Service:

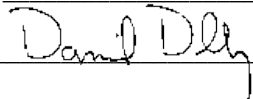
Greater Smoky Mountains Association of REALTORS® Multiple Listing Service, Inc. Internet Data Exchange Program By

_____ (Date) _____

Third Party Vendor (Website Host)

Name of Corporation Constellation Web Solutions

Mailing Address 6737 West Washington St, Suite 2120
Milwaukee, WI 53214

By (Signature)  (Date) _____

(Printed Name) Daniel Dlh
(Title) Data & Compliance Manager (Phone) 425-636-6910

(Contact e-mail) brokersolutions@constellationws.com

IP Address for machine receiving the data 207.38.102.*

Vendor website URL
http://constellationws.com

The IDX Subscriber (Agent)

Agent's signature required

Name of IDX Subscriber _____

GSMAR Agent ID _____

By (Signature of Subscriber) _____ **(Date)** _____

(Printed Name) _____ **(Phone)** _____

Subscriber e-mail address _____

Subscriber Website URL _____

Subscriber Website IP Address _____

Mail completed Agreement and Setup fee (if applicable) to: